



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

November 7, 2017
Municipal Building, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

PUBLIC COMMENTS

1. SCHEDULE

- a) [7:00 p.m. Public Hearing for Underground Storage Tank Application: 123-125 Ferry Street](#)
- b) [7:00 p.m. Public Hearing for Underground Storage Tank Application: 134 Ferry Street](#)[7:00 p.m.](#)
- c) [David Eisenthal, Vice president, UniBank Fiscal Advisory Services, Inc. – RFP for Underwriting of general obligation refunding bonds](#)
- d) [Public Hearing - Fiscal Year 2019 Tax Classification – Board of Assessors](#)

2. APPOINTMENTS

- a) [Julie D. Roberts – Mill Villages Advisory Committee](#)
- b) [Michael Trilligan – Mill Villages Advisory Committee](#)

Town Administrator

- a) [Linda Casey – Election Worker](#)
- b) [Richard Kirejczyk – Election Worker](#)
- c) [Thomas Schlottenmeir – Full Time Dispatcher](#)
- d) [Stephen Decatur – Part Time Council on Aging Van Driver](#)
- e) [Evan Iwaniuk – Part Time Snow Plow Operator](#)

- f) [Department Of Public Works – Highway Superintendent](#)

3. RESIGNATION

- a) [Nicholas Erskine – Full Time Dispatcher](#)

4. NEW BUSINESS

- a) [Vote to Abate the Taxes Due for Fiscal Year 2018 – 46 & 48 Worcester Street](#)
- b) [Vote to Approve - Recommendations of the Traffic Safety Committee](#)
- c) [Vote to Close Roads per Chief of Police – Eschelbacher 5k Memorial Walk/Run, November 11, 2017](#)
- d) [Vote to Sign – Salt Contract - Morton Salt, Inc.](#)
- e) [Vote to Sign – Salt Contract – Champion Salt, LLC](#)
- f) [Vote to Award and Sign Contract for Stone Arch Bridge – Brian Sullivan/Mark Santoro](#)
- g) [Vote to Authorize the Town Administrator to Sign - Architectural Peer Review Fee Proposal for 23 Prentice Street – Clifford Bohmer, AIA of Davis Square Architects Contract](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. MEETING MINUTES

- a) [October 12, 2017](#)
- b) [October 24, 2017](#)

8. DISCUSSION

- a) [Removal of 3 Flashing Beacon at Worcester Road & Hollywood Drive](#)
- b) Upcoming Meeting/Workshop Dates

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN



OFFICE OF THE
TOWN ADMINISTRATOR
30 Providence Road
Grafton, MA 01519

RECEIVED TOWN CLERK
GRAFTON, MA

(508) 839-5331
2017 OCT 16 AM 10:28

Town Administrator: Timothy P. McInerney
mcinerneyt@graffon-ma.gov
www.graffon-ma.gov

PC

October 13, 2017

LEGAL NOTICE

Application has been received from John Mazeika of Osterman Propane, PO Box 29, Whitinsville, MA 01588 to install 7 underground storage tanks to supply liquid propane gas for residential needs for proposed condos to be located at 123-125 Ferry Street, South Grafton, MA. The owner of the property is Craftsman Village – Grafton, LLC, PO Box 250, Shrewsbury, MA. Combined, the tanks will hold 6,500 gallons of liquid propane.

On this application the Grafton Board of Selectmen will hold a public hearing in Conference Room A located on the first floor of the Municipal Center, 30 Providence Road, Grafton, MA on November 7, 2017 at 7:00 p.m.

The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

GRAFTON BOARD OF SELECTMEN

Publish Grafton News
October 19th & 26, 2017



FP-002A
(Rev. 1.1.2015)

The Commonwealth of Massachusetts
City/Town of Grafton

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT. _____

LONG. _____

License Number _____

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 123-125 Ferry St
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Craftsman Village - Grafton LLC

Address of Land Owner: PO Box 250, Shrewsbury MA 01545

Use and Occupancy of Buildings and Structures: Residential Condo's; Heat, Hotwater Fireplace & Cooking

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums

Total quantity of all flammable liquids to be stored: _____

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

over →

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 0

List sizes and capacities of all aboveground containers used for storage: _____

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 6,500 gallons

List sizes and capacities of all underground containers used for storage: 6 - 1000 gallon underground tanks and 1 - 500 gallon underground tank

Total aggregate quantity of all LP-gas to be stored: 6,500 gallons

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, John Mazeika, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature [Signature] Date 10/10/17 Name John Mazeika

Fire Department Use Only

I, Michael Gauthier, Head of the GRAFTON Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department Michael Gauthier Date 10/11/17

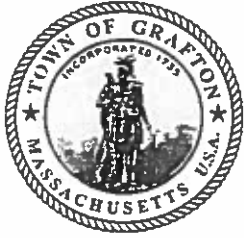
Recommendations: _____

10/16/2017

123-125 Ferry Street

Tammy Kalinowski
Tammy Kalinowski, Office Manager

PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS	CITY	ST	ZIP	BK	PG
110/112.0-0000-0015.0	FERRY STREET	PROVIDENCE & WORCESTER RAILROAD		75 HAMMOND STREET	WORCESTER	MA	01610		
110/123.0-0000-0014.0	128 FERRY STREET	GODBOUT SUSAN L		128 FERRY STREET	S GRAFTON	MA	01560	10319	30
110/123.0-0000-0015.0	126 FERRY STREET	CARDIN LAURIE A		126 FERRY STREET	S GRAFTON	MA	01560	37696	307
110/123.0-0000-0016.0	124 FERRY STREET	AUGER CLAIRE G - LIFE ESTATE	AUGER ALFRED J JR & NATHAN	124 FERRY STREET	S GRAFTON	MA	01560	12708	359
110/123.0-0000-0018.0	118 FERRY STREET	CERULO COOPER T		118 FERRY STREET	S GRAFTON	MA	01560	53479	300
110/123.0-0000-0021.0	117 FERRY STREET	CADRIN BOISVERT PROPERTIES LLC		9 COLLETTE STREET	S GRAFTON	MA	01560	52759	217
110/123.0-0000-0022.A	123 FERRY STREET	CRAFTSMAN VILLAGE-GRAFTON LLC		5 COACHMAN RIDGE	SHREWSBURY	MA	01545	56106	380
110/123.0-0000-0022.C	127 FERRY STREET	FLYNN ROBERT G SR & MADELINE D		15 MEADOWBROOK ROAD	GRAFTON	MA	01519	37619	176
110/123.0-0000-0022.D	129 FERRY STREET	FLAGG JAMES M II	SPICE REALTY TRUST	62 DAVIS ROAD	MILLBURY	MA	01527	49146	207
110/123.0-0000-0023.0	117 REAR FERRY STREET	SOUTH GRAFTON WATER DISTRICT	PUMP HOUSE	8A MAIN STREET	S GRAFTON	MA	01560	4019	485
110/123.0-0000-0023.A	123 REAR FERRY STREET	SOUTH GRAFTON WATER DISTRICT		8 A MAIN STREET	S GRAFTON	MA	01560	41360	236
110/123.0-0000-0024.0	68 DEPOT STREET	LAVALLEE MARYANN V	LAVALLEE PHILIPPE J	68 DEPOT STREET	S GRAFTON	MA	01560	16334	115
110/123.0-0000-0028.0	6 DEPOT STREET	LIPPMAN DEBORAH TRUSTEE	BLACKSTONE MILL DEPOT STREET REALTY TR PO BOX 745		NATICK	MA	01760	14675	313
110/123.0-0000-0050.0	120 FERRY STREET	GREMO GREG G	GREMO MICHELE J	120 FERRY STREET	S GRAFTON	MA	01560	37210	318
110/123.0-0000-0071.0	1 POPLAR STREET	GRAFTON TOWN OF	CONSERVATION COMMISSION	30 PROVIDENCE ROAD	GRAFTON	MA	01519	41165	300
110/123.0-0122-0022.B	121 FERRY STREET	CRAFTSMAN VILLAGE-GRAFTON LLC		5 COACHMAN RIDGE	SHREWSBURY	MA	01545	56106	380



OFFICE OF THE
TOWN ADMINISTRATOR
30 Providence Road
Grafton, MA 01519
(508) 839-5335

RECEIVED TOWN CLERK
GRAFTON, MA

2017 OCT 16 AM 10:28

Town Administrator: *Timothy P. McInerney*
mcinerneyt@graffon-ma.gov
www.graffon-ma.gov

h

October 16, 2017

LEGAL NOTICE

Application has been received from Owner Dan Hughes of 389 Kelly Road, Northbridge, MA 01534 to install 2 underground storage tanks to supply liquid propane gas for wiring and cable manufacturing facility at 134 Ferry Street, South Grafton, MA. Combined, the 2 tanks will hold 2,000 gallons of liquid propane.

On this application the Grafton Board of Selectmen will hold a public hearing in Conference Room A located on the first floor of the Municipal Center, 30 Providence Road, Grafton, MA on November 7, 2017 at 7:00 p.m.

The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

GRAFTON BOARD OF SELECTMEN

Publish Grafton News
October 19th & 26, 2017



FP-2A
(Rev. 04-2010)

The Commonwealth of Massachusetts
City/Town of Grafton

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

RECEIVED

OCT 10 2017

BOARD OF SELECTMEN
Grafton, MA

LAT.

LONG

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 134 Ferry Street
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Dan Hughes

Address of Land Owner: 389 Kelly Road, Northbridge, MA 01534

Use and Occupancy of Buildings and Structures: wire + cable manufacturing

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 14;

Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, Cubic feet	CONTAINER UST, AST, IBC, drums
<u>Liquid Propane Gas (LP)</u>		<u>2100</u>	<u>gallons</u>	<u>tanks</u>

Total quantity of all flammable liquids to be stored: _____

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 6)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 100

List sizes and capacities of all aboveground containers used for storage: 10-3316 forklift cylinders
(each tank holds 7.9 gallons when filled to maximum 80%)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 2000

List sizes and capacities of all underground containers used for storage: 2-1000 gallon water
capacity propane tanks (each tank holds 800 gallons when filled to maximum 80%)

Total aggregate quantity of all LP-gas to be stored: 2100 gallons

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 2)

- ❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 13)

- ❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Keith A. Bardsley hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Keith A. Bardsley Date 10-16-17 Name Keith A. Bardsley

Fire Department Use Only

I, Michael Gauthier, Head of the Grafton Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department Michael Gauthier Date 10/19/17

Recommendations: _____

10/13/2017

134 Ferry Street
Map 123, Lot 11

Tammy Kalinowski
Tammy Kalinowski, Office Manager

PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS	CITY	ST	ZIP	BK	PG
110/123.0-0000-0002.A	24 MAPLE AVENUE	MALONEY STEVEN F	MALONEY MICHELLE M	24 MAPLE AVENUE	S GRAFTON	MA	01560	55577	338
110/123.0-0000-0002.B	28 MAPLE AVENUE	PFORDBRESHER ALEXANDER	PFORDBRESHER JULIE	28 MAPLE AVENUE	S GRAFTON	MA	01560	53847	159
110/123.0-0000-0003.0	22 MAPLE AVENUE	GRANDINETTI DEREK R		22 MAPLE AVENUE	S GRAFTON	MA	01560	38667	245
110/123.0-0000-0004.0	20 MAPLE AVENUE	BARKER JAMES E	BARKER CHERYL A	20 MAPLE AVENUE	S GRAFTON	MA	01560	52463	324
110/123.0-0000-0005.0	14 MAPLE AVENUE	PICHETTE RONALD R	PICHETTE RAE SANDRA	14 MAPLE AVENUE	S GRAFTON	MA	01560	33299	208
110/123.0-0000-0006.0	130 REAR FERRY STREET	130 FERRY STREET LLC		130 FERRY STREET	S GRAFTON	MA	01560	43131	241
110/123.0-0000-0008.0	10 MAPLE AVENUE	CHICKINSKI JANA	CHICKINSKI HENRY JR/SUEZ FLORINI	10 MAPLE AVENUE #2	S GRAFTON	MA	01560	40694	190
110/123.0-0000-0009.0	6 MAPLE AVENUE	EDGCOMB EMILY		6 MAPLE AVENUE	S GRAFTON	MA	01560	51761	47
110/123.0-0000-0010.0	136 FERRY STREET	ALEXANDER MAUREEN T		136 FERRY STREET	S GRAFTON	MA	01560	46055	241
110/123.0-0000-0011.0	134 FERRY STREET	DYER DEVELOPMENT LLC		134 FERRY STREET	S GRAFTON	MA	01560	42448	247
110/123.0-0000-0012.0	132 FERRY STREET	PEGASUS HOLDING LLC		6 CEDAR HILL ROAD	GRAFTON	MA	01519	33663	33
110/123.0-0000-0013.0	130 FERRY STREET	130 FERRY STREET LLC		130 FERRY STREET	S GRAFTON	MA	01560	43131	241
110/123.0-0000-0022.D	129 FERRY STREET	FLAGG JAMES M II	FLAGG PATRICIA A	62 DAVIS ROAD	MILLBURY	MA	01527	49146	207
110/123.0-0000-0022.E	131 FERRY STREET	ROCK RIVER RE-DEVELOPMENT LLC		38 SUTTON STREET	NORTHBRIDGE	MA	01534	53040	202
110/123.0-0000-0071.0	1 POPLAR STREET	GRAFTON TOWN OF	CONSERVATION COMMISSION	30 PROVIDENCE ROAD	GRAFTON	MA	01519	41165	300



UniBank Fiscal Advisory Services, Inc.

October 16, 2017

Jessica L. Gomez, Treasurer/Collector
Town of Grafton, Massachusetts
30 Providence Road
Grafton, MA 01519

Dear Jess:

You requested that I provide a discussion of the proposed refunding or refinancing of parts of four outstanding bond issues. The issues are –

- The May 2009 series, which financed the acquisition of Pell Farm,
- The May 2010 series, which financed local share of construction of the new High School,
- The April 2011 series, which financed both the new High School and sewerage improvements, and
- The April 2012 series, which completed financing of the High School.

Currently, there is approximately \$22.3 million in outstanding redeemable bonds from these four issues. The proposed approach is to refinance portions of each of these issues, refunding those maturities that produce the greatest amount of savings. We currently project that with a refinancing of approximately \$8.5 million of these bonds, the Town would realize savings of approximately \$555,000 on a present value basis. Most of this savings would be realized in debt-excluded High School debt service. Savings in this case would directly reduce the Town's property tax rate.

Another feature of the proposed approach is that savings will be targeted to fiscal years starting in fiscal 2022, when the major debt service impacts from the DPW and Library projects are expected to be felt on the tax rate. We currently project that the Town would realize annual tax rate savings (based on fiscal 2017 valuations) of approximately three cents per \$1,000 of assessed valuation beginning in fiscal 2022. As a comparison, the total maximum annual impact of excluded debt service, including the DPW and Library projects, is projected at \$1.80 per \$1,000 of assessed valuation.

By refunding portions of the outstanding bonds, it will be possible to achieve additional savings through future refinancings if market conditions are favorable.

Jessica Gomez, Treasurer/Collector
Page 2

We are recommending a negotiated underwriting in which the Town would select an underwriter well in advance of pricing through a competitive procurement. Usually, the Town awards bonds to an underwriter on a competitive bid basis. We believe that the negotiated approach will give the Town more flexibility as to the selection of bonds to be refunded in order to maximize savings. One difference between a negotiated and competitive sale is that with the former you and the Board of Selectmen may be asked to sign a "bond purchase agreement,, with the underwriter after pricing.

I understand that I will be meeting with the Board of Selectmen on November 7 to address any questions that they may have. Pricing is scheduled for the end of November or the beginning of December. Award and execution of the bonds would occur at the Board of Selectmen meeting of either December 5 or December 12. The bonds would settle either on December 12 or December 19.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "David M. Eisenthal", followed by a long, horizontal, slightly curved line that extends to the right.

David M. Eisenthal
Vice President/Senior Fiscal Advisor



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

RECEIVED TOWN CLERK
GRAFTON, MA

2017 OCT 16 AM 10:28

[Handwritten signature]

*Bruce Spinney III, Chairman
Sargon Hanna, Vice Chair
Jennifer Thomas, Clerk
Craig Dauphinais
Brook Padgett*

LEGAL NOTICE

TOWN OF GRAFTON

BOARD OF SELECTMEN

The Board of Selectmen will hold a public hearing on Tuesday, November 7, 2017 at 7:00 PM at the Grafton Municipal Center, Conference Room A, 30 Providence Road, on the question of the adoption of the percentages of the local tax levy to be borne by each class of real property and personal property for the next fiscal year in accordance with Chapter 40 Section 56 of the General Laws.

At such hearing, the Board of Assessors will provide all the information and data relevant to making such determination and the fiscal effect of the available alternatives. The Commissioner of Revenue will not approve the tax rate of a Town until the Selectmen have held such a public hearing and until the Town has adopted the percentages of the local tax levy to be borne by each class of real and personal property.

You may attend this hearing if you wish and your comments will be received.

GRAFTON BOARD OF SELECTMEN

Bulletin Board
Grafton News
October 19th & 26th, 2017



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: October 24, 2017

Name: Julie D Roberts

Home Address: 19 Danielle Drive
GRAFTON, MA 01519

Mailing Address: 19 Danielle Drive
GRAFTON, MA 01519

Phone Number(s): (508)797-3488 - Home

Email Address: obmomkenobi@gmail.com

Current Occupation/Employer: self employed/own business in town/Inner Space

Narrative: I have a BS degree in Aerospace Mechanical Engineering, worked as an Ecological Engineer for several years, then transitioned to running my own Yoga and Wellness Center in Worcester MA. I now own Inner Space - a Yoga and Healing Center here in Grafton (79 Worcester St). I am devoted to cleaning and uplifting the Blackstone River. I have been working on that in many ways the last decade. New to town (a former Worcester resident) I was delighted to see the work at the Fisherville Mill site. Back in 1998-2000 I did an internship with John Todd at Ocean Arks Institute, so I am very familiar with the Living Machine Design and upkeep. I have experience in the field, and the science background to help shepard future remediation at the Mill site(s) in Grafton. On a personal note, I love love the park and walking trails at the Mill Park site. I am a frequent visitor and when i was doing some online research noticed that there was a need for the advisory committee, and figured this would be a good way to step up and get involved.

Board(s) / Committee(s): ___MILL VILLAGES ADVISORY COMMITTEE



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: October 10, 2017

Name: Michael J Trilligan

Home Address: 182 Main. St.
So. Grafton Ma. 01560

Mailing Address: 182 Main. St.
So. Grafton Ma. 01560

Phone Number(s): (508)839-2737 - Unspecified

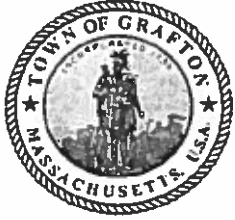
Email Address: Mjtc@aol.com

Current Occupation/Employer: Retired

Narrative: Retired with Avery flexible time schedule. Life time citizen

Board(s) / Committee(s):
~~BOARD OF SELECTORS~~
~~BOARD OF ADJUDICATORS~~
MILL VILLAGES ADVISORY COMMITTEE
~~BOARD OF SELECTORS~~

mill Village Advisory



TOWN CLERK

Kandy L. Lavallee
Interim Town Clerk

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1195
www.grafton-ma.gov
email: clerks@grafton-ma.gov

Bruce W. Spinney, III
Board of Selectmen Chair
30 Providence Road
Grafton, MA 01519

Dear Mr. Spinney,

I would like to recommend the appointment of the following individual as an Election Worker for the Town of Grafton:

Linda Casey
6 Hillside Avenue
Grafton, MA 01519

Thank you,

Kandy L. Lavallee
Interim Town Clerk



TOWN CLERK

Kandy L. Lavallee
Interim Town Clerk

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1195
www.grafton-ma.gov
email: clerks@grafton-ma.gov

Bruce W. Spinney, III
Board of Selectmen Chair
30 Providence Road
Grafton, MA 01519

Dear Mr. Spinney,

I would like to recommend the appointment of the following individual as an Election Worker for the Town of Grafton:

Richard Kirejczyk
14 Coach House Road
North Grafton, MA 01536

Thank you,

Kandy L. Lavallee
Interim Town Clerk



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519

Telephone: (508) 839-8517 • Fax: (508) 839-8562

Normand A. Crepeau, Jr.
Chief of Police

DATE: October 5, 2017

TO: Timothy P. McInerney - Town Administrator

SUBJECT: Recommendation for full-time Public Safety Dispatcher

As you are aware, Dispatcher Nicholas Erskine has submitted his resignation effective October 6, 2017. As a result, I had posted the position of full-time dispatcher in accordance with the CBA between the Town and GMEA. No one has submitted an application for the position.

Mr. Thomas Schlottenmier has been training with the Grafton Police Department on his own time in the hope of becoming a dispatcher with this department. He was formerly a dispatcher for the Town of Westboro having served there for approximately 17 years. Mr. Schlottenmier has already obtained all requisite qualifications for Public Safety Dispatcher including PowerPhone Emergency Medical Dispatch, APCO PST1, 911 Next Generation and CPR certifications.

Based on reviews from dispatchers and officers who have had occasion to work while he was on duty, I recommend that Thomas H. Schlottenmier of Douglas, MA be appointed as a full-time dispatcher for the Grafton Police Department. I also request that Mr. Schlottenmier be appointed as an "Emergency Hire" effective on Sunday, October 8, 2017, in accordance with Article 20 Section 4-4 (f) of the Grafton Personnel By-Law until he can be permanently appointed by the Board of Selectmen at their next scheduled meeting.

If you have any questions or require further information, please do not hesitate to contact me.

Respectfully Submitted,


Normand A. Crepeau, Jr.
Chief of Police

mcinerneyt@grafton-ma.gov

www.grafton-ma.gov



@TownofGraftonMA

<https://www.youtube.com/watch?v=allz9gFiG-o&t=3s>

From: Barbara Connelly [mailto:connellyb@grafton-ma.gov]

Sent: Wednesday, October 18, 2017 4:08 PM

To: Tim McInerney; Rebecca Meekins

Subject: New Hire Part-Time COA Van Driver

Tim and Becca,

I recommend the appointment of Stephen Decatur, 31 Blithewood Avenue, Worcester, MA 01604 to the position of part-time COA van driver (max. 19 hours/week each).

Stephen was in the Navy as a 2nd Class radioman for 6 years, worked at Allegro Microsystems in Worcester from 1966-2012, and currently drives for Enterprise Rent-A-Car. He also was a Meals on Wheels driver in Barre and was a certified Red Cross & First Aid instructor. Stephen has been CORI checked, and will complete a DOT physical.

Stephen's start date will be November 9th, with a salary of \$13.50/hour. His salary will be paid through the WRTA and State Formula Grant.

If you need additional information, please feel free to contact me.

Thank you.

Barb

Barbara Connelly

Director

Grafton Senior Center

30 Providence Road

Grafton, MA 01519

Phone: 508-839-9242

Fax: 508-839-7306

connellyb@grafton-ma.gov

www.grafton-ma.gov



@TownofGraftonMA



TOWN OF GRAFTON
Department of Public Works
30 Providence Road
Grafton, MA 01519
David Crouse, Highway Superintendent
croused@grafton-ma.gov
(508) 839-5335
www.grafton-ma.gov

Memo

To: Tim McInerney
From: David Crouse
Date: 10-16-2017
Re: Part Time Seasonal Snow Plow Driver

I would like to recommend Evan Iwaniuk, 32 Sullivan Place, Millbury Ma. 01527 (774-287-5816) be appointed as a part time snow plow operator at \$17.81 per hour.

If you have any questions, please feel free to contact me.

Town of Grafton
Department of Public Works

PAUL F. COURNOYER
Director
30 Providence Road
Grafton, MA 01519
Phone: (508) 839.8526 Fax: (508) 839.8523
cournoyerp@grafton-ma.gov

Friday, November 03, 2017

Board of Selectmen
30 Providence Road
Grafton, MA. 01519

Subject: Kevin Gallagher

Dear Board Members:

I respectfully request the promotion of Kevin Gallagher to the position of Highway Department Superintendent.

Kevin has been a dedicated and dependable employee of the town for more than thirteen years. His knowledge of key infrastructure, daily and seasonal needs, policies and procedures makes him a natural choice for one of the most visible and relied upon town departments.

Thank you for your ongoing support of the Department of Public Works and if you have any questions or concerns please feel free to contact me.

Sincerely,



Paul F. Cournoyer
Director



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519

Telephone: (508) 839-8517 • Fax: (508) 839-8562

Normand A. Crepeau, Jr.
Chief of Police

DATE: October 5, 2017

TO: Timothy P. McInerney - Town Administrator

SUBJECT: Recommendation for full-time Public Safety Dispatcher

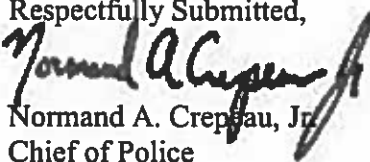
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If you have any questions or require further information, please do not hesitate to contact me.

Respectfully Submitted,


Normand A. Crepeau, Jr.
Chief of Police



TOWN OF GRAFTON BOARD OF ASSESSORS

MARY M. OLIVER, MAA – PRINCIPAL ASSESSOR
30 PROVIDENCE ROAD, GRAFTON, MA 01519
PHONE (508) 839-5335 X1165 FAX (508) 839-4602
ASSESSORS@GRAFTON-MA.GOV

RECEIVED

OCT 2 2017

BOARD OF SELECTMEN
GRAFTON, MA

TO: Tim McInerney, Town Administrator

DATE: October 20, 2017

FROM: Mary M. Oliver, Principle Assessor

RE: Taxes on 46 & 48 Worcester Street

CC: Rebecca Meekins, Assistant Town Administrator

At the May 8, 2017 Town Meeting, the Town of Grafton voted to purchase 46 & 48 Worcester Street. The properties were purchased and recorded on 9/26/2017 Bk: 57790 Pg: 189. At the time of purchase Real Estate Taxes were paid for the first quarter. The FY 2018 bill will be issued in January to the Town of Grafton.

Chapter 59 Section 72A allows for the following:

"Section 72A. Upon the purchase, other than under eminent domain, or acceptance of a gift of land located therein by a town, the unpaid real estate taxes shall be adjusted as of the date title passes. The board or department having control of such land may request in writing that the unpaid taxes on said land for the balance of the fiscal year be abated; provided, however, that if the land is so acquired between January second and June thirtieth, inclusive, such board or department may request that the tax assessed against the land for the ensuing fiscal year also be abated. Upon receipt of such request said taxes shall be so abated. Said request shall form a part of the assessors' records of abatement. The controlling Board or Commission in a City or Town to request in writing that the unpaid taxes be abated in full."

In order to clear the taxes on this property I would like the Board of Selectmen to make a request under the provisions of Section 72A so that the Board of Assessors' can abate the taxes due for this property for Fiscal Year 2018.



**GRAFTON TRAFFIC SAFETY
ADVISORY COMMITTEE**

30 Providence Road
Grafton, MA 01519

DATE: October 19, 2017

TO: Board of Selectmen – Town of Grafton


SUBJECT: Recommendations of the Traffic Safety Committee

The Traffic Safety Committee met on October 11, 2017 to discuss several petitions. Present at the meeting were: Normand Crepeau (Chair), Scott Rossiter (Secretary), John Bechard, Daniel Pogorzelski, Brian Szczurko and Dave Crouse.

After review and discussion on all requests, the Traffic Safety Committee is forwarding the following recommendation to the Board of Selectmen for consideration:

1. **Request from Angela Augustini for a *Bus Stop Ahead* or *Slow Children* sign at 350 Providence Rd.**
Following discussion regarding Providence Road being a state road, sight lines and school bus stops a motion was made to recommend that the BOS contact the state to install a *Slow Children* sign southbound on Providence Road prior to #350. MMSP (6-0)
2. **Request from Grafton School Superintendent Cummings for pedestrian safety improvements on Sunnyside Terrace near SGES.**
Following discussion about traffic flow at school dismissal, a motion was made to recommend the installation of a sidewalk on the fire Station side of Sunnyside Terrace from the SGES driveway exit to Main Street. MMSP (6-0)

Respectfully Submitted,


Normand A. Crepeau, Jr. – Chair
Traffic Safety Advisory Committee



GRAFTON
Massachusetts

Nicole Larson <larsonn@grafton-ma.gov>

[Town of Grafton MA] JE Memorial 5k Race (Sent by Betsy Eschelbacher, beschelbacher@hotmail.com)

Contact form at Town of Grafton MA <vtsdmailer@vt-s.net>

Mon, Oct 30, 2017 at 9:00 AM

Reply-To: beschelbacher@hotmail.com

To: BOSGroup@grafton-ma.gov

Hello Town Administrator's Office,

Betsy Eschelbacher (beschelbacher@hotmail.com) has sent you a message via your contact form (<https://www.grafton-ma.gov/user/14856/contact>) at Town of Grafton MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.grafton-ma.gov/user/14856/edit>.

Message:

Dear Selectmen,

This is a follow up email to my previous correspondence in September. In years past we needed your approval for a road closure for the 5k race. The date is November 11th and the race course is the same as last year. The race starts at 10, roads will be closed for approximately 1 hour. We will have police detail and Clare Garabedian will also be managing the course.

I look forward to hearing from you.

If you need to reach me directly, 978-333-1165 is the best number.

Regards,

Betsy Eschelbacher

TOWN OF GRAFTON

DATE: SEPTEMBER 20, 2017

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supply salt as the primary supplier

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$47.80 per ton delivered

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2018, unless extended, in writing, at the sole

discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the

Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or

provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or

mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Chairman, Board of Selectmen

The Contractor by: **MORTON SALT, INC.**

 10/3/17

Signature Anthony T. Patton Date
Director, U.S. Government Bulk Deicing
Sales & Marketing

 10/3/17

Print Name & Title
Signature Daniel P. Thompson Date
Vice President, Bulk Deicing
Sales & Marketing

Print Name & Title

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by: Anthony T. Patton
Print Name
Director, U.S. Gov't Bulk Deicing Sales & Marketing
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Anthony T. Patton, authorized signatory for
Name of Signatory

Morton Salt, Inc., whose principal place of business is at
Name of Contractor

444 West Lake Street, Suite 3000, Chicago, IL 60606, does hereby certify under
Address the pains and penalties of perjury that

Morton Salt, Inc.,
Name of Contractor

Has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Anthony T. Patton Signature
Director, U.S. Gov't Bulk Deicing Sales & Marketing

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

1. Certification of Signatures

- For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
- For LLC: need Manager signature or signed vote of the LLC

ATP

2. Certificate of Non-collusion

ATP

3. Insurance Certificate

(showing Town as additional insured)

- Matches amount of insurance required under contract

ATP

4. Certificate of Good Faith

ATP

5. Certificate of Tax Compliance

ATP

6. Signed by Contractor

- Matches certification by Corp officer of authority.

ATP

7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

ATP

Contract Reviewed by:


Signature

Anthony T. Patton

Director, U.S. Gov't Bulk Deicing Sales & Marketing

Name, Title

TOWN OF GRAFTON

DATE: SEPTEMBER 19, 2017

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Champion Salt, LLC
201 Rover Street
Everett, MA 02149

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supple salt as the secondary supplier

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$48.49 per ton delivered

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2018, unless extended, in writing, at the sole

discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the

Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or

provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or

mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen

Lisa L. Myers - CFD 9/28/17
Signature Date

Lisa L. Myers - CFD
Print Name & Title

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by: Lisa L. Myers
Print Name
CEO
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Lisa L. Myers, authorized signatory for
Name of Signatory
Champion Salt LLC, whose principal place of business is at
Name of Contractor
21 River St. Everett, MA 02149, does hereby certify under
Address the pains and penalties of perjury that
Champion Salt LLC,
Name of Contractor

Has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Lisa L. Myers
Signature

EXAMPLE CLERK'S CERTIFICATE - N/A

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by: _____
Signature

Name, Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LSG Insurance Partners 2600 S. Telegraph Rd. Suite 100 Bloomfield Hills MI 48302-0968		CONTACT NAME: Vanessa Unsworth PHONE (A/C, No, Ext): (248) 332-3100 FAX (A/C, No): (248) 332-6396 E-MAIL ADDRESS: vunsworth@lsqip.com	
INSURED Champion Salt, LLC 2340 Verna Ave Maryland Heights MO 63043		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: Travelers Property Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1731718527

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		PACE304363	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PACE304363	12/31/2016	12/31/2017	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COM/OP AGG \$ 2,000,000						
	General Aggregate Cap \$ UNLIMITED						
	COMBINED SINGLE LIMIT (Ea accident) \$						
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EXC304364	12/31/2016	12/31/2017	BODILY INJURY (Per person) \$
	EACH OCCURRENCE \$ 5,000,000						
	AGGREGATE \$ 5,000,000						
	\$						
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		7PJUB9F43235717	1/9/2017	1/9/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E L EACH ACCIDENT \$ 1,000,000						
	E L DISEASE - EA EMPLOYEE \$ 1,000,000						
	E L DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Town of Grafton

CERTIFICATE HOLDER**CANCELLATION**

Town of Grafton
Department of Public Works
30 Providence Road
Grafton, LA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Goldman/JULIVA

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TOWN OF GRAFTON

DATE: NOVEMEBER 7, 2017

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town" or "Owner"), and

JUNIORS, LLC
["Contractor"]

MARK SANTORA, MANAGER

123 OLD WESTBORO RD
NORTH GRAFTON, MA 01536

(508) 887-0170

MSPEINC@AOL.COM

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes to complete the project described in the "Bridge Street Park Project Manual & Bid Documents" dated August 23, 2017, and the Contractor's submitted Bid dated September 5, 2017, and associated documents, which are specifically incorporated herein by reference.

2. The not-to-exceed contract price to be paid to the Contractor by the Town is as follows:

\$211,646.00, Two hundred eleven thousand six hundred forty-six dollars and 00/100 cents, subject to appropriation and the provisions set forth herein.

3. Payment will be made as follows:

3.1 There are no fees or reimbursable costs.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment, including any unpaid balance of the Contractor's compensation, shall be

due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security The Contractor shall submit a Performance Bond and Labor and Material Payment Bond for 100% of the Contract Price with a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Owner.

5. Definitions:

- 5.1 **Acceptance:** All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 **Contract Documents:** All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 **The Contractor:** The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 **Date of Substantial Performance:** The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 **Goods:** Goods, Supplies, Services or Materials.
- 5.6 **Subcontractor:** Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 **Work:** The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before Novemeber 7th, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
 - 1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified

time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited

to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any

Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$3 Million annual aggregate for property damage and \$1,000,000 per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without

the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Grafton shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT C attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen

Signature

Date

Print Name & Title

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date



DAVIS
SQUARE
ARCHITECTS

240A Elm Street
Somerville, MA 02144
617.628.5700, tel
davissquarearchitects.com

Brooks A. Mostue, AIA
Clifford J. Boehmer, AIA
Ross A. Speer, AIA
Iric L. Rex, AIA

October 22, 2017

Daniel C. Hill, Esq.
Hill Law
43 Thorndike Street
Cambridge, MA 02141

Re: Architectural Peer Review Fee Proposal for 23 Prentice Street, Grafton

Dear Dan:

Thank you very much for the opportunity to work with you on the analysis of the proposed 40B development in Grafton. I have reviewed the RFQ Dated October 6, 2017 that describes the Preliminary Scope of Services (attached), as well as the set of preliminary drawings that describes the proposed development. I am imagining that given the density of the Prentice Street project (18.75 units/acre), and its nearness to neighbors and wellands, there is a lot of work that needs to be done to help ensure a good fit.

As I'm sure you are aware, your scope of services is very similar to the work I've been doing in Brookline, and my fee proposal is based on the expectation that the time commitment will be close to the same. If you feel that this will not be the case in Grafton, please let me know and I can make any necessary revisions.

I am proposing a not-to-exceed fee of \$12,500. My billing rate is \$185/hour. The rates of other Davis Square Architects employees who may provide support for my review are described in the attached Schedule of Hourly Rates. Reimbursable expenses such as printing, mileage, delivery charges, parking, etc. will be billed at our cost plus 10%.

In addition to the Schedule of Hourly Rates, I have attached some materials that describe the work of Davis Square Architects that I believe demonstrate that I fulfill the Minimum Required Qualifications. I am a registered architect in Massachusetts (#10697), and I have no conflict of interest with respect to the proposed project. And I think you know that I have significant experience working with 40B projects (both as part of the development team and as a consultant to municipalities).

Please call me with any questions. I am very interested in working with you to help ensure that the project will have a positive impact on the neighborhood and Town at large.

Thanks again!

Sincerely,
DAVIS SQUARE ARCHITECTS, INC.

Clifford Boehmer, AIA
President + Principal

Accepted by: _____

Name: _____

Title: _____

Date: _____

FIRM PROFILE

WAVERLEY WOODS



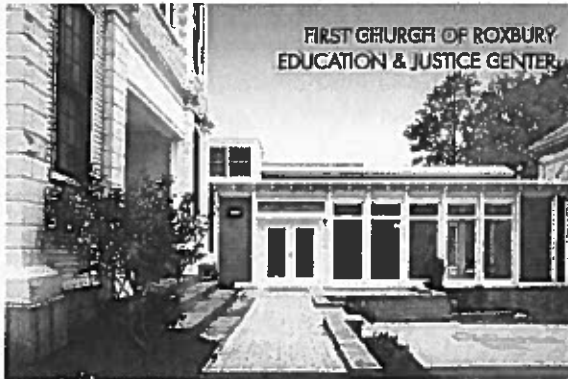
SIMON KUCHER & PARTNERS



HISTORIC SOUTH END APARTMENTS



FIRST CHURCH OF ROXBURY
EDUCATION & JUSTICE CENTER



BRIGHT HORIZONS BROOKLINE



We are an award-winning architectural design and planning studio with a simple mission: to produce excellent design, to develop long-term relationships with clients, and to help build viable communities.

OUR CURRENT AREAS OF EXPERTISE INCLUDE:

- Multi-family housing
- Renovation and historic preservation
- Smart growth planning
- Feasibility and needs assessment
- Corporate interiors
- Childcare centers
- Academic facilities
- Community service buildings

PRINCIPALS:

- Clifford J. Boehmer, AIA
- Brooks A. Mostue, AIA, LEED AP BD+C
- Ross A. Speer, AIA
- Iric L. Rex, AIA, LEED AP

Founded in 1984, Davis Square Architects, Inc. is a medium-sized firm organized into project-specific teams. We maintain the same team from schematic design through construction, under the direction of a Principal. As a result of this continuity, our clients come to know and rely on individual staff members over time, seeking them out for subsequent projects.

Our best work is achieved in collaboration with demanding, involved clients. Design solutions evolve through careful consideration of our clients' needs, constraints, and dreams.

To this we add a commitment to architecture that is both beautiful and respectful of its surroundings.

Working within the design studio tradition, we have created an open collegial work environment where education is highly valued; where the exchange of ideas, informed by experience, is encouraged; and where the most advanced technology supports the design process. Our success has allowed us to contribute a portion of our profits to worthy community service organizations, in the belief that strong communities and great architecture are mutually dependent. ■



DAVIS
SQUARE
ARCHITECTS

RECEIVED

OCT 18 2017

Zoning Board of Appeals

FIRM PROFILE

davissquarearchitects.com

DAVIS SQUARE ARCHITECTS INC.

MULTI-FAMILY HOUSING



**OVER 30 YEARS OF
MULTI-FAMILY HOUSING
AND COMMUNITIES**



DAVIS
SQUARE
ARCHITECTS



Our mission is to produce excellent design, to develop long-term relationships with clients, and to help build viable communities. Design solutions evolve through careful consideration of our clients' needs, constraints, and dreams. Our firm values and decades of experience in towns and cities throughout the Northeast have helped us create a longstanding history of designing beautiful, high-quality housing.

“ The home should be the treasure chest of living.
—Le Corbusier



FOCUSED EXPERIENCE

DAVIS SQUARE ARCHITECTS, INC. has been a leading advocate and designer of elderly and transition housing, affordable rental housing, and affordable home-ownership opportunities since 1984. We are committed to establishing long-term relationships with clients, residents, and neighbors; and we work hard to gain and retain their respect.

AWARD-WINNING DESIGN

Our housing designs have received awards for:

Smart growth

American Institute of
Architects
Boston Society of
Architects

Sierra Club
U.S. Department of
Housing & Urban
Design (HUD)

Office for
Commonwealth
Development (OCD)

Sustainable design

American Institute of
Architects
Boston Society of
Architects
NESEA Green Building

The Home Depot
Foundation
The Enterprise
Foundation

The EnergyStar
Foundation
Environmental Design
+ Construction
Magazine

Design leadership

Boston Society of Architects'
Women in Design Award

FUNDING AGENCY ACCESS AND CREDIBILITY

In today's highly competitive market for resources, funding agencies at every level recognize Davis Square Architects as a valuable addition to any development team. The Massachusetts Department of Housing and Community Development (DHCD) has retained Davis Square Architects to review and evaluate OneStop funding applications, and we also have working relationships with MassHousing, Community Economic Development Assistance Corporation (CEDAC), Boston Redevelopment Authority, Boston Department of Neighborhood Development, Boston Landmarks, and the Massachusetts Historical Commission, in addition to consulting with numerous communities and developers.

SUSTAINABLE DESIGN

We are dedicated to creating sustainable design without overloading a project's budget. With numerous in-house LEED-accredited staff members, we have the ability to use commonly available materials to create a well-designed, energy-efficient and environmentally-friendly neighborhood.

PROJECT PLANNING AND COST CONTROL

We carefully monitor project budgets and work closely with owners to understand their requirements. We bring strict cost control and efficiency to each project, while still maintaining the highest standards of design quality. Many repeat clients have come to trust in our ability to develop thoughtful and cost-effective solutions. ■



MULTI-FAMILY HOUSING OVERVIEW
davissquarearchitects.com



DAVIS
SQUARE
ARCHITECTS

240A Elm Street
Somerville, MA 02144
617.628.5700, tel
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Brooks A. Mostue, AIA
Clifford J. Boehmer, AIA
Ross A. Speer, AIA
Iric L. Rex, AIA

October 17, 2017

Daniel C. Hill, Esq.
Hill Law
43 Thorndike Street
Cambridge, MA 02141

Re: Architectural Peer Review Fee Proposal for 23 Prentice Street, Grafton

Dear Dan:

Thank you very much for the opportunity to work with you on the analysis of the proposed 40B development in Grafton. I have reviewed the RFQ Dated October 6, 2017 that describes the Preliminary Scope of Services (attached), as well as the set of preliminary drawings that describes the proposed development. I am imagining that given the density of the Prentice Street project (18.75 units/acre), and its nearness to neighbors and wetlands, there is a lot of work that needs to be done to help ensure a good fit.

As I'm sure you are aware, your scope of services is very similar to the work I've been doing in Brookline, and my fee proposal is based on the expectation that the time commitment will be close to the same. If you feel that this will not be the case in Grafton, please let me know and I can make any necessary revisions.

I am proposing a not-to-exceed fee of \$12,500. My billing rate is \$185/hour. The rates of other Davis Square Architects employees who may provide support for my review are described in the attached Schedule of Hourly Rates. Reimbursable expenses such as printing, mileage, delivery charges, parking, etc. will be billed at our cost plus 10%.

In addition to the Schedule of Hourly Rates, I have attached some materials that describe the work of Davis Square Architects that I believe demonstrate that I fulfill the Minimum Required Qualifications. I am a registered architect in Massachusetts (#10697), and I have no conflict of interest with respect to the proposed project. And I think you know that I have significant experience working with 40B projects (both as part of the development team and as a consultant to municipalities).

Please call me with any questions. I am very interested in working with you to help ensure that the project will have a positive impact on the neighborhood and Town at large.

Thanks again!

Sincerely,
DAVIS SQUARE ARCHITECTS, INC

Clifford Boehmer AIA
President + Principal

Attachments: Grafton RFQ, DSA Schedule of Hourly Rates dated January 1, 2017, DSA Firm Profile and Housing Brochure



DAVIS
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ARCHITECTS

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Ross A. Speer, AIA
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SCHEDULE OF HOURLY RATES
January 1, 2017

Position	\$/hour
Principal	\$ 185.
Associate	120.
Project Architect	105.
Job Captain	95.
Designer II	80.
Designer I	75.
Clerical Support / Intern	65.

The above rates are an attachment to Davis Square Architects, Inc.'s standard *Schedule of Fees and Conditions*, dated January 1, 2017. Please refer to this schedule for additional information regarding fees and expenses.

**TOWN OF GRAFTON
ZONING BOARD OF APPEALS
REQUEST FOR QUOTATIONS**

Subject: Site and Building Design Review – Proposed Chapter 40B development – 23 Prentice Street, Grafton, MA (the “Project”)

Issuance Date: October 6, 2017

Response Deadline: October 11, 2017

Submit quotation to: **Daniel C. Hill, Esq., Hill Law, 43 Thorndike Street, Cambridge, MA 02141.** Quotes may be submitted by email: dhill@danhilllaw.com.

A. The Project

The Project is described on the site plans attached as Exhibit A.

The Project’s developer and proponent is Prentice Place, LLC, the principal of which is Sotir Papalilo. The developer’s engineer is Hannigan Engineering, Inc..

B. Background

Under Chapter 40B, the local zoning board of appeals is charged with balancing the need for affordable housing with “local concerns.” A zoning board decision is “consistent with local needs” if it is reasonable in view of the regional need for housing and “the need to protect the health or safety of the occupants of the proposed housing or of the residents of the city or town, to promote better site and building design in relation to the surroundings, or to preserve open spaces, and if such requirements and regulations are applied as equally as possible to both subsidized and unsubsidized housing.” G.L. c. 40B, §20 (emphasis added). According to the Chapter 40B regulations, this “consistent with local needs” balancing test “is the central issue in all comprehensive permit applications before the board.” 760 CMR 56.05(4)(a).

Further, when the reasonableness of a zoning board’s decision is reviewed on appeal, the Housing Appeals Committee takes in evidence on the design of the project, including “site and building design,” specifically:

1. Height, bulk, and placement of the proposed Project;
2. Physical characteristics of the proposed Project;
3. Height, bulk, and placement of surrounding structures and improvements;
4. Physical characteristics of the surrounding land;
5. Adequacy of parking arrangements; and
6. Adequacy of open areas, including outdoor recreational areas, proposed within the project site.

760 CMR 56.07(3)(e).

The Chapter 40B Guidelines prepared by the Department of Housing and Community Development ("DHCD"), revised as of July 30, 2008, explain the kinds of design issues that are relevant to Chapter 40B projects:

Relationship to Adjacent Building Typology – Generally, a Project is developed in the context of single family dwellings and introduces a different form of housing into the neighborhood. Assuming that this is the case, it is important to mitigate the height and scale of the buildings to adjoining sites. In this context, it is particularly important to consider the predominant building types, setbacks, and roof lines of the existing context.

- The massing of the Project should be modulated and/or stepped in perceived height, bulk and scale to create an appropriate transition to adjoining sites.
- Where possible, the site plan should take advantage of the natural topography and site features, or the addition of landscaping, to help buffer massing.
- Design may use architectural details, color and materials taken from the existing context as a means of addressing the perception of mass and height.

Relationship to Adjacent Streets – Likewise, the manner in which the buildings relate to adjacent streets is critically important. Massing should take into account the pattern of the existing street frontage as well as maintain a human scale by reasonably relating the height of buildings to the width of the public way.

DHCD has also published "Handbook – Approach to Chapter 40B Design Reviews," dated January, 2011, which provides further elaboration and definition of design objectives for Chapter 40B projects.

C. Preliminary Scope of Services

- Task 1: Review the Chapter 40B application, plans and drawings and related materials. Review any pertinent submittals from municipal boards and officials (i.e., the fire chief), and the general public.
- Task 2: Participate in an initial meeting with the Applicant and town staff at the project site. Tour the project site, observing key components, development constraints, topographical and natural features, etc.. Perform reconnaissance assessment of surrounding areas within one mile of the project site to understand neighborhood context.
- Task 3: Consult with Applicant's design team, as appropriate.
- Task 4: Prepare an initial report and oral presentation addressing, at a minimum, the following:
1. orientation of buildings in relation to each other, streets, parking areas, open space, on-site amenities, and to solar access;
 2. function, use and adequacy of open space and landscaped areas;
 3. use and treatment of natural resources;
 4. building design, massing and scale in relation to the surrounding context and topography;

5. site and rear elevations visible from the street, public areas (i.e., parks), and from the vantage point of abutters, and techniques to mitigate visual impacts;
6. pedestrian and vehicular circulation;
7. integration of building and site, including but not limited to existing tree cover;
8. exterior building materials, and energy efficiency;
9. exterior lighting and proposed landscape elements, plant materials and plant design; and
10. any other design-related considerations identified by the consultant in the course of its review;

Task 5: Provide follow-up review and advice on subsequent iterations of the Applicant's design plans.

D. Minimum Required Qualifications

Consultants must meet the following requirements in order to be considered a responsive and responsible bidder:

1. The Consultant shall be a registered Architect in the Commonwealth of Massachusetts with a minimum of five years of experience in the design of single and multi-family residential structures and related site amenities.
2. Familiarity and experience working with Chapter 40B is preferred.
3. The Consultant shall not have a conflict of interest with respect to the proposed Project.

E. Submission Requirements

1. Consultants shall submit a quote for the scope of services described above and attach documentation showing that the personnel performing the requested services meet the minimum qualifications for their respective quote.
2. Consultants shall provide their hourly rates by category of personnel and agree to maintain those rates for at least six months from the quotation date in the event that a contract amendment is needed for additional services.
3. Quotations shall include a per-meeting rate for the consultant to attend additional evening meetings above and beyond the evening meetings identified in this RFQ.

F. Terms and Conditions

The following terms and conditions shall be binding upon the Consultant (or consultants, if more than one) selected for this project:

1. **Period of Performance.** The Consultant(s) shall begin work upon receipt of a Notice to Proceed from the Board. A review report, which may be a substantially complete draft,

shall be delivered to the Board within two weeks of the Notice of Proceed. All services shall be completed within two months unless an extension is agreed to by the parties and permitted within the timeframe within which the Board must close the public hearing.

2. **Additional Services.** Requests for additional services not described herein must be made by the Consultant and authorized by the Board in writing prior to commencement of any work related to such additional services. Should the Consultant perform said services without prior authorization, consultant will not be entitled to receive additional compensation therefor.

3. **Invoices and Payment.** The Consultant shall submit invoices to the Board on a monthly basis for services provided. Each invoice shall include an itemized list of personnel, hourly rates, time incurred, documentation (e.g., site visit/reports/etc.) to support the reported duration of time being billed, and direct costs for which the Consultant seeks to be reimbursed. Direct cost reimbursement shall be based on reasonable documentation submitted with each invoice. Invoices must be approved by the Board or the Board's staff prior to submission to the accounting office for payment.

4. **Amendments.** The contract awarded pursuant to this Request for Quotes may be amended provided such amendment is in writing by the parties.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING MINUTES**

October 12, 2017
Municipal Center, Conference Room A
7:00 p.m.

A special meeting was called to order at 7:04PM. Present was Jen Thomas, Sargon Hanna, Craig Dauphinais, and Brook Padgett. Bruce Spinney was absent. Also present was Tim McInerney and Rebecca Meekins and Nicole Larson. Finance Committee members present were Sue Fiaco, J. Roger Currier Jr., Mathew Often, Mark Haddad, Edward Prisby and Barry Smith. Also present was Town Moderator Ray Mead.

**SCHEDULE: JOINT MEETING WITH FINANCE COMMITTEE AND TOWN
MODERATOR ON TOWN MEETING PREPARATION**

Mr. Hanna opened the meeting. Mr. McInerney went over what to expect for logistics of the meeting and initiation of motions. He noted that we are passing over Article 14. Mr. McInerney noted the need for the request of funds for Article 25. Town Meeting Portable voting devices will be tested on Monday at 1pm. Ray Mead will attend.

The Selectmen and FinCom Members discussed Article 41 pertaining to the potentially contaminated well at 159 Millbury Street in depth. The scope of the language of the motion was reviewed and determined to be satisfactory.

The amount of free cash available for proposed equipment was discussed.

Mr. Prisby noted that FinCom will be working to revisit creating a 5 year plan. Mrs. Thomas noted that the item was not placed on the Agenda and should be passed over until a workshop is held. The date of November 14th was suggested by staff.

ANNOUNCEMENTS:

- **HAUNTED WOODS HAYRIDE:** The Grafton Lions Club Will Host Their 5th Annual Haunted Woods Hayride, Tales from the Asylum Friday October 20, AND Saturday October 21 6:30 – 10:30 On Their Grounds At 68 Brigham Hill Road. \$12 Per Person/ \$7 Children Under Age Of 10. Proceeds Will Benefit Many of The Charity And Scholarship Programs Supported By The Lions.
- **SOUTH GRAFTON ELEMENTARY SCHOOL is holding an OCTOBERFEST** on October 14, from 10am to 3pm
- **SUITE 114 CORRIDOR NINE IS PERFORMING A RIBBON CUTTING CEREMONY FOR QUITE FETCHING GRAND OPENING 1 GRAFTON COMMON,** a New Grafton Business, a new dog bakery and pet boutique. Event will be held on 10/17 and will run from 5-7pm. Ribbon Cutting will be at 5:30pm.

- **FRIENDLY TRICK OR TREAT** will be held in the municipal center on Tuesday 10/31 from 3-4pm. The Town Hall offices will be ready to hand out candy as the children trick or treat from office to office. For children 6 and under.

PUBLIC COMMENTS

ADJOURN MOTION by Mr. Dauphinais, SECOND by Mr. Hanna to adjourn the meeting at 7:35 p.m. Motion passed unanimously.

EXHIBITS:

- Drafted Motions for Town Meeting, no date, 7 pages.
- Potential Alternate Motions, no date 2 pages.
- Recommendations of the Finance Committee for the Articles prepared for the Warrant of the Annual Town Meeting scheduled for October 16, 2017, from the Finance Committee, no date, 8 pages.
- Correspondence from Finance Committee



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING MINUTES**

October 24, 2017

Municipal Building, Conference Room A
7:00 p.m.

CALL TO ORDER at 7:00 p.m.

A meeting was called to order at 7:00 p.m. Present was Chairman Bruce Spinney III, Vice Chair Sargon Hanna, Clerk Jen Thomas, Craig Dauphinais and Brook Padgett. Staff present was Assistant Town Administrator Rebecca Meekins, and Administrative Assistant Nicole Larson.

ANNOUNCEMENTS

Mr. Spinney read aloud several announcements.

PUBLIC COMMENTS

No public comments.

APPOINTMENT ITEM 1A: DAWN GEOFFROY – RECREATION COMMISSION

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, to appoint Dawn Geoffroy to the Recreation Commission and serve as the Recreation representative for the CPC. Motion carried unanimously 5 to 0.

RESIGNATIONS ITEM 2A: AFFORDABLE HOUSING TRUST – KARL CHAPIN

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, to accept the resignation of the Affordable Housing Trust member, Karl Chapin. Motion carried unanimously 5 to 0.

RESIGNATIONS ITEM 2B: ACCOUNTING DEPARTMENT – YAJAILA TAFT

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett, to accept the resignation of Accounting Department Specialist, Yajaila Taft. Motion carried unanimously 5 to 0.

SH asked for staff to please send a letter thanking her for her services.

**NEW BUSINESS ITEM 4A: ADOPTION OF GREEN COMMUNITIES ENERGY
REDUCTION PLAN**

Mrs. Meekins noted this was the final criteria in the process to become a Green Community, which will reduce energy usage by 20% within 5 years. Upon submitting the

application, the review process takes up to 6 weeks. The deadline for the application is October 31, 2017. Leah Cameron, the Conservation Assistant has been working tirelessly to prepare for submitting the application. Mrs. Cameron spoke to the Board about the process and timeline for receiving grant funds. She noted the first round of base grant funds received will be \$125K plus the allotted amount based on population, with an estimated total of \$155K Mrs. Meekins spoke to the Board pertaining to the following rounds of applying for further funds once the initial grant money was spent.

MOTION by Mrs. Thomas, **SECOND** by Mr. Padgett, to allow the Chair to sign the letter to adopt Green Communities Energy Reduction Plan. Motion carried unanimously 5 to 0.

NEW BUSINESS ITEM 4B: VOTE TO APPROVE: ONE DAY BEER & WINE LICENSE – COMMUNITY HARVEST PROGRAM – HARVEST HOME FESTIVAL & 5K – COMMUNITY BARN – NOVEMBER 05, 2017

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett, to approve the One Day Beer & Wine License for the Community Harvest Program's Harvest Home Festival & 5K at the Community Barn on November 5, 2017. Motion carried unanimously 5 to 0.

NEW BUSINESS ITEM 4C: VOTE TO APPROVE: ONE DAY BEER & WINE LICENSE – VFW POST 1497 – STANLEY R. STOPYRA – NOVEMBER 11, 2017

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett to approve the One Day Beer & Wine License for Stanley R. Stopyra for the VFW Post 1407 on November 11, 2017. Motion carried unanimously 5 to 0.

NEW BUSINESS ITEM 4D: VOTE TO APPROVE: ONE DAY BEER & WINE LICENSE – VFW POST 1497 – STANLEY R. STOPYRA – NOVEMBER 12, 2017

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett to approve the One Day Beer & Wine License for Stanley R. Stopyra for the VFW Post 1407 on November 12, 2017. Motion carried unanimously 5 to 0.

NEW BUSINESS ITEM 4E: OPM CONTRACT: LIBRARY & DPW CONTRACT

Mrs. Meekins updated the Board Members on the latest changes to the OPM the contract agreement with Andy Deschenes who will be contracted for the DPW project only at this time. She noted we will know more about the Library contract in a few weeks.

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, to allow the Chair to sign the OPM Employment Contract. Motion carried unanimously 5 to 0.

NEW BUSINESS ITEM 4F: VOTE TO SIGN: 207 PROVIDENCE ROAD – SOLAR AGREEMENT

MOTION by Mr. Dauphinais, **SECOND** by Mr. Hanna, to sign the Solar Tax Agreement for 207 Providence Road as drafted and discussed. Motion carried unanimously 5 to 0.

NEW BUSINESS ITEM 4G: VOTE TO INSTRUCT THE ASSESSOR TO RAISE \$1.5M FOR ROAD STABILIZATION ACCOUNT

MOTION by Mr. Padgett, **SECOND** by Mr. Hanna, to instruct the Assessor to Raise \$1.5M for the Road Stabilization Account. Motion carried unanimously 5 to 0.

ITEM 5: SELECTMEN REPORTS / TA REPORTS

Mr. Hanna noted that the first Capital Improvement Committee (CIC) meeting was held yesterday. Among other items, there was discussion of improving communication between the CIC and the Town Administrator's office.

Mrs. Meekins noted the following the updates:

- We are close to finishing up negotiations with Police and GMEA and expect to have both contracts finalized and ready to sign on November 7, 2017.
- The Tax Classification Hearing will be on November 7, 2017.
- The auditors are undergoing review of the last fiscal year and will be finishing up this week or next. We can expect a report from them by the end of the year.
- We submitted a bid to Amazon for their HQ2 Request for Quote (RFQ) this past Friday.
- Paving at the Town Common is done and renovations are scheduled to be complete in 2 to 3 weeks.
- Truck order for Chapter 90 Application will be placed by the end of the week.

ITEM 6: CORRESPONDENCE

No correspondence discussed at this time.

ITEM 7A/7B/7C: MEETING MINUTES - SEPTEMBER 19, 2017, OCTOBER 03, 2017 AND OCTOBER 16, 2017

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, to approve the Meeting Minutes for September 19, 2017, October 03, 2017 and October 16.

AMENDED MOTION by Mr. Hanna, **AMENDED SECOND** by Mr. Padgett, to approve the Meeting Minutes for September 19, 2017, October 03, 2017 and October 16 with the addition of one edit to the October Meeting Minutes as discussed. Motion carried unanimously 5 to 0.

ITEM 8A: DISCUSSION - UPCOMING MEETING/WORKSHOP DATES & TOPICS

The Board and staff discussed the following Schedule:

Marijuana discussion will be held on November 14, 2017: Margaret Hurley has been asked to come in and be part of the discussion. Board Members agreed on availability.

Second week of December would be a good time to meet with the Finance Committee to have a joint meeting to discuss the 5 year projection and any other items as the Board sees fit. Mr. Hanna asked that staff review material and financial projections prior to the meeting in order to maximize efficiency. Mr. Spinney would like to work with staff

to draw up a list of agenda items. Mr. Dauphinais noted that he would like to see a letter with suggestions be submitted for approval in order to streamline direction with the Finance Committee.

Mr. Spinney would like to have a joint meeting with the CIC. Mr. Hanna noted that the best time to meet would be at the end of the yearly cycle in May. Board Members agreed to hold off and schedule a meeting in May.

Mr. Dauphinais requested a workshop be scheduled with The Roads Committee to debrief on all of the paving in town this past season and how effective and efficient improvements were. He also asked that we discuss specifically how well PJ Keating did, the paving company responsible for the Town Common Improvements. He requested that a discussion also be had about next year's paving plans and decipher which roads warrant drainage and subbase work and which don't.

Board Members agreed not to have workshops with Committees to which there are Selectmen Representatives. Regular meetings vs. workshop viewer numbers was discussed.

Mr. Spinney noted his interest in collecting feedback and comments from viewers of Town Meeting. The issue of fostering better community participation was discussed. Several ideas to draw higher attendance at Town Meeting were debated such as moving the meeting to a weekend day to increase attendance. Mr. Dauphinais noted that the Town Clerk should be brought in for a discussion on this.

Mrs. Thomas suggested having a workshop with the Recreation Director and Commission. Board Members agreed.

Mr. Dauphinais suggested having Fire Commissioners come to a meeting to discuss the departments projected needs.

ADJOURNMENT

MOTION by Mr. Hanna, **SECOND** by Mrs. Thomas to adjourn the meeting. Motion carried unanimously 5 to 0.

Meeting Adjourned at 7:52 p.m.

EXHIBIT LIST

- Email correspondence from Jen Andersen to Cindy Ide, Subject: Recommendation for Commissioner, dated October 4, 2017; 1 page.
- Citizen Activity Form from Dawn Geoffroy, dated September 25, 2017; 1 page.
- Letter of resignation from Karl Chapin, dated October 12, 2017; 1 page.
- Letter of resignation from Yajaila Taft, dated October 4, 2017; 1 page.
- Green Communities packet and Energy Reduction Plan; 29 pages.
- Correspondence from the Town Administrator to The Board of Selectmen, RE: Owner's Project Manager/Clerk of the Works, dated October 16, 2017; 1 page.

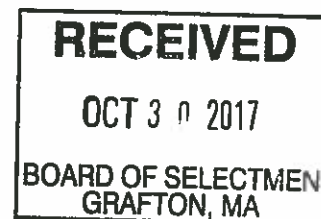
- Draft Employment Agreement Between Town of Grafton and Owner's Project Manager/Clerk of the Works; 6 pages.
- Draft Tax Agreement for Real Property and Personal Property Taxes; 7 pages.
- Certified Vote of the Selectmen to instruct the Assessors to raise \$1.5M for the Road Stabilization Account; 1 page.
- Draft Meeting Minutes, September 19, 2017; 9 pages.
- Draft Meeting Minutes, October 3, 2017; 4 pages.
- Draft Meeting Minutes, October 16, 2017; 2 pages.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



October 26, 2017



Timothy P. McInerney, Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA 01519

Dear Mr. McInerney:

I am writing in response to your recent correspondence with the MassDOT Highway Division District Three Office regarding the flashing beacon at the corner of Worcester Road (Route 122) and Hollywood Drive in the Town of Grafton.

The District Traffic section has reviewed the location and has no present objections to removing the flashing beacon. The District's recommendation for a next step is to turn off the flashing beacon and see if there are any complaints raised due to the lack of the flashing light. After a trial period of several months, if the Town and the District feel that the beacon is no longer needed, the District Maintenance section will remove the beacon permanently during the spring 2018 construction season.

If you are in agreement with the proposed approach or would like to discuss this matter in further detail, please do not hesitate to contact Joseph Frawley, District Three Traffic Engineer at (508)929-3916.

Very truly yours,
MassDOT-Highway District 3

Barry J. Lorion
Acting District Highway Director

cc: Representative David Muradian
Joseph Frawley, MassDOT District Three